

JASPER CO. / AFSCME (PATIENT CARE)
BD. OF
HEALTH

07-09

Collective Bargaining Agreement

Between

The Jasper County Board of Health

And

**Home Health Aides
AFSCME Council 61
Local 2840**

Effective July 1, 2007 thru June 30, 2009

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LOCAL 2840 EMPLOYMENT
RELATIONS BOARD

859

TABLE of CONTENTS

	Preamble.....	3
Article 1	Recognition.....	4
Article 2	Definitions.....	5
Article 3	Americans with Disabilities Act Compliance.....	6
Article 4	Employer Rights.....	7
Article 5	Grievance Procedure.....	8
Article 6	Seniority.....	10
Article 7	Wages.....	12
Article 8	Layoff.....	13
Article 9	Hours of Work.....	14
Article 10	Overtime.....	15
Article 11	Leaves of Absence.....	16
Article 12	Holidays.....	21
Article 13	Vacations.....	23
Article 14	Health & Safety.....	25
Article 15	Check-off.....	26
Article 16	Disciplinary Action.....	27
Article 17	Miscellaneous Clauses.....	28
Article 18	Insurance.....	30
Article 19	Longevity.....	31
Article 20	Finality and Effect.....	32
Article 21	Duration.....	33

Preamble

THIS AGREEMENT entered into by the Jasper County Board of Health hereinafter referred to as the Employer and Local 2840, AFSCME/Iowa Public Employees Council 61, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other items contained herein.

Article 1

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other negotiable subjects of bargaining for all employees of The Jasper County Board of Health which includes the Home Health Aides, Environmental Health Technician, and Executive Secretary and excludes the Home Health Aides Director, Environmental Health Director and Assistant Environmental Health Director.

Article 2

Definitions

Regular full-time employees are those who are normally scheduled to work at least sixty (60) hours in a pay period.

Regular part-time employees are those who are normally scheduled to work less than sixty (60) hours in a pay period.

Temporary employees are those who are hired to work for a period of six (6) months or less and shall not be covered by this agreement.

Probationary employee shall not be eligible for sick leave or vacation leave until successful completion of their probationary period.

Eligibility for insurance will be governed by the group plan.

Eligibility for Benefits

Employees shall earn benefits based on hours worked. For purposes of this section, hours of work shall include vacation and paid holidays. In order for a part-time employee to receive pro rata benefits, they must be regularly scheduled to work forty-eight (48) hours in a pay period. Benefits shall be accrued, each payroll period based on hours worked. Sick leave and vacation shall be vested bi-weekly, incentive days quarterly. Regular full-time employees will be allowed to count paid leaves as hours worked for the purpose of vacation accrual.

Training

In-service and other training sessions will be paid at the employee's appropriate rate of pay.

Article 3

Americans with Disabilities Act

Compliance

The parties agree that exceptions to the agreement may be necessary to comply with the ADA. No exceptions to this agreement will be made until discussions and agreement between the parties have taken place.

Article 4

Employer Rights

The Employer shall have, in addition to all powers, duties and rights established by law, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees; discipline, suspend or discharge employees; to develop and enforce rules for employee discipline; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; make inspections; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means assignments, and personnel by which operations are to be conducted; to establish production standards; to establish, change and enforce work schedules; to abolish, create or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manner, is vested exclusively with the employer. It is agreed that the enumeration above shall not be deemed to exclude the other areas not specifically enumerated, provided that the exercise of such areas shall not be in conflict with any provision of the Agreement.

Article 5

Grievance Procedure

Any dispute which may arise between the Employer and an employee regarding a violations, misapplication or misinterpretation of a specific provision(s) of this Agreement shall be adjusted in accordance with the following procedure:

Step 1: The Union Steward, with or without the employee, shall take up the grievance or dispute with the Director or his/her designee within seven (7) calendar days of the occurrence, in an effort to resolve the problem in an informal manner.

Step 2: If the grievance still remains unresolved, it may be reduced to writing and within seven (7) calendar days after the oral discussion, be presented by the Steward and/or the employee to the Director of Human Resources. The written grievance shall state the nature of the grievance, note the specific clause or clauses violated and the adjustment required, and shall be signed and dated by the aggrieved employee. The matter shall then be considered by the Steward, with or without the employee at the employee's option, and Director at a mutually agreeable time and place. The Employer's final decision on the grievance will be presented in writing to the Steward and the grievant within six (6) calendar days after the filing.

Step 3: If the grievance is still unresolved, the Union, within fourteen (14) calendar days after the response of the designated representative of the employer is due, may request arbitration by written notice to the Director.

The Union's International Union Representative and/or Council Representative may attend and participate in all matters pertaining to the grievance.

Within seven (7) calendar days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agrees upon an arbitrator or jointly petition the Public Employment Relations Board (PERB) to submit a list of seven (7) arbitrators, from which one (1) arbitrator shall be selected to hear and decide the grievance. The employer and the Union shall meet within seven (7) calendar days from the receipt of said list and alternately strike names from the submitted list and the person whose name is left shall be the arbitrator. Either party may reject the list of proposed arbitrators and petition the Federal Mediation and Conciliation Service for a new list of seven (7) arbitrators. The party making the first strike shall be decided by the flip of a coin.

Each of the two (2) parties shall alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on both parties. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

The parties will pay the fees and expenses of the arbitrator equally. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcripts of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to changed, alter, detract from or add to the provisions of this Agreement.

The failure of any employee to act on any grievance within the prescribed time limits or to follow the procedures outlined in this Article, will act as a bar to further appeal. Both parties agree that a grievance must be scheduled for arbitration hearing no later than ninety (90) days after the selection of the arbitrator. The parties may extend this time line upon mutual agreement. If the grievance is not timely answered by the Employer, it will automatically be referred to the next step. All awards and settlements shall in no case be made retroactive thirty (30) days prior to the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure. The parties may extend time lines upon written mutual agreement.

The Union and the grievant shall be allowed a reasonable amount of time to investigate and process grievances during working hours without loss of pay, provided, however, the employees have received permission from their Department Head or his/her designee.

Article 6

Seniority

Seniority means a regular full-time or regular part-time employee's length of continuous service with the Employer since their last date of hire. Part-time employee's seniority shall be prorated on the percentage of his/her time to full-time. Part-time employees will be listed on a separate seniority list for accounting purposes. Seniority will be administered on a job classification basis as listed on appendix 1.

All full-time and part-time shall serve a probationary period of six (6) months. Said probationary period may be extended upon mutual agreement between the Union and the Employer. Probationary employees may be terminated for any reason during their probationary period without recourse to the grievance procedure.

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- a. An employee quits
- b. Retirement
- c. Other reasons as outlined in other areas of the Agreement

An employee on leave without pay for over thirty (30) calendar days shall have their seniority frozen unless the leave is a direct result of an on-the-job injury covered by Worker's Compensation and in that event, seniority shall be allowed to accrue up to one (1) year.

If a permanent job opening occurs or a new job is created in the bargaining unit other than a temporary vacancy or job, then the Employer shall post the job for a period of seven (7) calendar days, during which time the employees may apply for the job. The Employer has the right to determine whether or not there is a job opening. The posting shall include the qualifications and experience necessary, the department, hours and shift. The application shall be in writing and submitted to the Department Head. The Employer shall consider the applicant's qualifications, ability to perform, and seniority. If the employee is qualified and has the required experience and the ability to satisfactorily perform the work required, as determined by the Employer, the most senior applicant shall be selected for the opening. If the Employer determined that no employee applicant is qualified or has the required experience for the job or does not have the ability to satisfactorily perform, the Employer reserves the right to select a person from outside the unit.

It is the right of the Employer to determine when a job is vacant and when it will be filled. In the event a permanent employee fills a temporary opening for eight (8) hours or more, he/she shall be paid the rate of pay for that position or his/her own rate, whichever is higher.

Every six (6) months, the Employer shall post on the Union bulletin board a seniority list showing each employee's date of hire, job classification, and total seniority. A copy of

the seniority list shall be furnished to the Union when it is posted. Failure by the Union and/or any employee to grieve this list within fifteen (15) days will be considered to have confirmed the accuracy of the list.

A grievance alleging a violation of the Article may be commenced at Step 2 of the grievance procedure.

Article 7

Wages

Attached to this Agreement is Appendix I, The Wage Schedule. This Schedule is incorporated into and is to be a part of this Agreement.

Employee's advancement on the wage schedule will be determined by years experience in the job classification. The granting and/or denial of the additional experience will be mutual agreement between the Director and the Union. If agreement cannot be reached, the Director has the right to determine the amount of experience an employee will receive. The Union shall have the right to process the Director's decision through the grievance process.

Article 8

Layoffs

Notice of Layoff

Except for emergencies, such as equipment breakdown or weather, a regular employee who is to be laid off for more than one (1) week will be given a seven (7) day notice prior to the layoff.

No notice will be needed for layoffs of a shorter period caused by lack of work, equipment breakdown, weather, etc...

Procedure for Layoffs

When the work force is to be reduced, the Employer shall determine the shift(s) and job classification(s) (whether it is to be full or part-time position) to be reduced, and shall lay off the least senior employee(s) on that shift. The employee removed can, in lieu of layoff, replace the employee with the least seniority in his/her job classification if the employee is qualified to do the available work, provided, however, full-time employees will have the option to bump the least senior full-time employee before bumping a less senior part-time employee. The employee removed can, in lieu of layoff, then replace the least senior employee in any lower job classification if he/she is qualified and able to satisfactorily perform the work available, as determined by the Employer.

Prior to a scheduled lay-off, the Director of Human Resources shall attempt to find another position within the County for the displaced employee(s).

Recall

On recall from layoffs, employees shall be returned to their job classification in the reverse order in which they were laid off, if they are qualified and their previous work record was satisfactory. An employee shall retain recall rights for up to one (1) year or for a period of time equal to his/her seniority, whichever is shorter. No new employees will be hired in a job classification if there are employees laid off from that classification who can perform the essential functions of the position with or without a reasonable accommodation.

Employees to be recalled after being on layoff shall be notified by certified mail, return receipt requested, to the last address shown on the employee's record. It is the employee's responsibility to keep the employer informed of their current address and phone number.

An employee who is laid off and fails to report to work within seven (7) days from the date the recall notice is postmarked shall lose seniority and recall rights.

A grievance alleging a violation of the Article may be commenced at Step 2 of the grievance procedure.

Article 9

Hours of Work

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

Workweek

The normal work/pay period for regular full-time employees shall consist of eighty (80) hours in a two (2) week period. The normal workweek shall consist of five (5) consecutive workdays, Monday thru Friday with Saturday and Sunday off.

Workday

Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute the normal workday.

Work Schedule

Work schedules showing the employee's shifts, workdays and hours shall be posted on all department bulletin boards at least five (5) days prior to their effective date. Work schedules shall not normally be changed unless the changes are necessary for the efficient operations of the facility. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

Exchanging Days of Work

Days of work within the pay period may be exchanged with prior approval of the Employer. The request shall be in writing with the name of the replacement. The request will be granted, provided the following conditions are met:

- a. The proposed replacement is qualified and able to perform the work as determined by the Director.
- b. The hours performed by the replacement cannot put them in an overtime situation.

Rest Periods and Lunch Periods

During an employee's eight (8) hour shift, the Employer will grant thirty (30) minutes unpaid time for lunch and two (2) fifteen (15) minute paid rest periods. Employees on six (6) hour shifts, which includes a half (1/2) hour unpaid meal break, will receive one (1) fifteen (15) minute rest period. Employees on a six (6) hour shift and no meal period will receive two (2) ten (10) minute breaks. Employees on a three and one-half (3 ½) hour shift will receive a ten (10) minute break.

Article 10

Overtime

Overtime shall be paid at the rate of time of one and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in one (1) day or forty hours (40) in a work week. Overtime shall not be paid more than once for the same hours worked. Overtime must be approved in advance.

A list shall be posted so that employees interested in overtime work may so indicate. The Employer shall not be required to contact persons who do not sign the list. For distribution purposes, any employee who does not sign the list shall be considered as having worked the average number of hours worked by those on the list.

An employee required to work outside of his/her regular shift will receive a minimum of two (2) hours at the appropriate rate. To qualify for call-in pay, the time worked cannot be contiguous to the beginning or end of the employee's work shift.

Incentive days and vacation time which have been requested thirty (30) days in advance shall be counted as time worked for the purposes of determining overtime.

In the event an employee is sick, and the sick leave puts the employee over eighty (80) hours in a pay period, the employee shall have the option of taking sick leave pay at straight time pay, or taking their sick leave day as unpaid leave.

In the event an employee works over eighty (80) hours in a pay period and the hours worked over eighty (80) hours are holiday hours, the holiday hours will be floated to another day worked in said pay period.

All work performed on Saturday shall be paid at one and one-half (1 ½) times the employee's straight time hourly rate.

All work performed on Sunday shall be two (2) times the employee's straight hourly rate.

Article 11

Leave of Absence

Sick Leave: Accrued sick leave may be used during a period when an employee is unable to work because of medically related disabilities; for physical or mental illness; medical, dental or optical examination, surgery or treatment; or when performance of assigned duties would jeopardize the employee's health or recovery. Medically related disabilities caused by pregnancy or recovery from childbirth shall be covered by sick leave. Sick leave shall not be used as vacation. Sick leave shall not be granted in excess of the amount accrued.

Accrued Time: Full-time employees shall accrue sick leave at the rate of 5.54¹ hours per pay period. Eligible part-time employees shall accrue on a prorated basis according to the hours worked. Sick leave may be accumulated up to seven hundred and twenty (720) hours, which is equivalent to ninety (90) working days. After the first 720 hours have been accrued, the employee can continue to accrue sick leave at the reduced rate of 2.77² hours per pay period until an additional 720 hours have been accumulated.

Once one thousand four hundred and forty (1440) hours have been accumulated and banked, the employee can accrue sick leave at a reduced rate of 1.38³ hours per pay period, which can be used for vacation leave. If such leave is not subsequently converted to a vacation leave, the employee, upon retirement, will be compensated for all accumulated unused sick leave in excess of 1440 hours at their last rate of pay.

Provisions: Payment of accrued sick leave benefits will begin on the first (1st) day of absence, computed at the employee's regular base pay. If a holiday falls within a paid sick leave, that day will be counted as a holiday and not as sick leave. Paid sick is a protection and is never to be considered as time off with pay for vacation time. Sick leave shall not be taken in advance of accrual. Sick leave will not be considered work hours for the purpose of computing overtime pay.

Upon retirement the employee at their option may elect to have up to 720 hours of sick leave converted at the employee's current rate of pay to payment of health insurance premiums under the current plan offered by the County, until such time all of the employee's accumulated sick leave balance is depleted.

The Director may allow the use of sick leave to take care of an employee's immediate family (mother, father, spouse, and children) for medical reasons. This use of sick leave shall not exceed forty (40) hours per anniversary year. Exception to policy can be found under FMLA.

¹ Actual equals to 5.5384615

² Actual equals to 2.7692308

³ Actual equals to 1.3846154

Sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave outstanding at the time of such separation. An employee will be compensated at the last rate of pay for any accumulated sick leave in excess of 1,440 hours and will be paid out at the last rate of pay.

When an employee request vacation time for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to sick leave upon the employee producing a written certificate from a practicing, licenses physician, osteopath, or a dentist stating the duration of the illness and the time period that the employee would have not been able to work. The Director will then determine the number of days to be credited to the employee's accrued vacation time in accordance with the physician's statement.

Calling-in: An employee shall inform the Director that they are not coming in to work, no later than sixty (60) minutes before the workday has commenced, unless it is physically impossible to do so.

Limitations: If an absence due to an illness or injury extends beyond the sick leave accrued by the employee, such additional time may be charged to vacation leave. If all sick and vacation leave has been utilized, the employee may be granted leave without pay.

Incentive Days: Employees who do not utilize sick leave during a ninety (90) day span will be entitled to one (1) bonus day. Bonus days earned previously can be used in lieu of sick, funeral, or emergency leave. Bonus days shall be used within the succeeding ninety (90) days.

Injury Leave

All Jasper County employees are covered by worker's compensation insurance and any employee injured during authorized work which results in absence from the job is eligible to be compensated by the County for loss wages caused by the injury. Upon written request by the employee, the County will pay the difference between the amount paid for worker's compensation and the scheduled hours missed at the basic rate for a period not to exceed the number of sick leave days credited to the employee. However, in order to receive such additional injury leave benefits, a written statement from a practicing physician, dentist, or osteopath licensed under the laws of the State of Iowa describing the nature and extent of injury will be required by the employee's supervisor. Any and all accidents must be reported as soon as possible to the employee's supervisor, who shall complete a record to be filed in a designed county office. Any accident required professional medical attention shall be reported as soon as practical, no later than twenty-four (24) hours to insure proper workers compensation coverage.

Jasper County will provide temporary light duty employment for employees recuperating from an injury. The temporary light duty will end following the release from a physician, which allows the employees to return to a full duty position or places a permanent physical restriction on the employee. Normal for this period of time will not exceed six months.

In the event of a non-worker's comp injury, the Director of Human Resources will attempt to provide temporary light duty within other offices of the County if no such light duty is available within the Board of Health.

Family Medical Leave Act (FMLA)

The Family Medical Leave Act (FMLA) of 1993 provides that all employees employed by the County for at least twelve (12) months and have worked at least 1,250 hours during the previous 12 months, shall be entitled to a total of 12 work weeks of unpaid leave during any 12 month period for one or more of the following reasons:

- a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- b. Because of the placement of a son or daughter of the employee for adoption or foster care.
- c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition.
- d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

FMLA under paragraph (a) and (b) shall not be taken by an employee intermittently unless the employee and the Employer agree otherwise. Paragraph (c) and (d) may be taken intermittently if and when medically necessary

Any eligible employee who takes qualifying FMLA for the intended purpose of the leave shall be entitled, on return from such FMLA

- a. Be restored by the Employer to the position with equivalent employment benefits and the leave commenced; or
- b. Be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

During any period that an eligible employee takes unpaid FMLA, the Employer's Group Health Plan (EMHP) will be maintained at the same level prior to the FMLA event. If the employee pays any portion of premium, the employee must continue to pay their portion. If the employee is more than thirty (30) days late in paying their portion of the premium, then their health care coverage can be legally cancelled. Once the FMLA event has ended, and the employee does not return to work for any reason other than for health related reasons, the Employer can seek repayment of all premium paid on the employee's behalf during the FMLA period.

The employee may choose whether to substitute accrued paid leave for all or any part of FMLA entitlements, and the employer shall honor such employee decision.

Courthouse Closing

The Board of Supervisors is the official decision-maker on whether or not the County Courthouse will be closed.

Leave without Pay

A leave of absence may be granted for a reasonable purpose to full and part-time employees for a limited period of time, not to exceed three (3) consecutive calendar months, by the director. The Director may extend this leave in writing every three (3) months under extenuating circumstances. In either case, the employee shall be reinstated into the same or similar position if they are medically able and will receive full credit for previous employment prior to the leave of absence.

Procedure: A request for leave shall be in writing, which shall include the beginning date, duration, and reasons for leaving. All requests must be submitted prior to the date of the leave with the Director determining the amount of advance notice.

Benefits: Benefits shall not be accrued while on unpaid leave, no benefits will be provided, and the employee will not accrue vacation leave. An employee may continue their health insurance if it is allowed by the carrier and at the employee's own expense. Premiums must be paid directly to the Jasper County Auditor's Office. Arrangements for time of payment must be made with the Auditor prior to the employee taking the leave.

Failure to Report: If the employee does not return within two (2) working days after the leave has expired, the individual will lose all reinstatement rights to their position, and shall be considered a voluntary resignation. In the event an employee fails to return to work at the end of any such leave, he/she shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Funeral Leave

A period not to exceed 40 hours with pay may be granted to an employee upon their request due to the death of a member of the employee's immediate family (parent, step-parent, spouse, child, stepchild, brother, sister, mother-in-law, father-in-law). Employees may be granted four (4) hours with pay when attending funeral services for fellow department workers as well as for known County employees. Payment for this time shall be made only if the funeral has actually been attended. In the event of the death of an employee's grandparent, spouse's grandparents, grandchild, brother-in-law, sister-in-law, the employee may be allowed up to twenty-four (24) hours off with pay. Time off for funerals will not be considered work hours for the purpose of computing overtime. Such leave of absence shall be charged against sick leave accruals. An employee on probation may use funeral leave but is without pay (i.e., unpaid time).

Military Leave

The employee, upon showing appropriate orders to the Department Head, shall be granted a military leave in accordance with the Iowa Code, §29A.28 and the Federal Selective Service Act. Under the Iowa Code, an employee shall receive a paid leave of absence for up to thirty (30) days per fiscal year. At the employee's option, an employee

commencing a military leave of absence of more than ninety (90) days shall be paid in a lump sum for all accrued vacation leave. An employee must return to work within thirty (30) days after the military obligation has expired in order to obtain their reinstatement rights.

The Director, with the approval from the Board of Health, may grant additional time to employees when sufficient cause warrants an extension.

Jury and Related Duties

Any employee shall receive full compensation during the employee's working day for appearance as a witness or jury member before a court, legislative committee, or other judicial or quasi-judicial body, in an action involving the Federal Government, the State of Iowa, Jasper County or a political subdivision thereof, in response to a subpoena or when such an appearance is ordered in connection with the employee's work by the Director. When released from duty during working hours, the employee will report to work within two (2) hours. Any compensation received by the employees for court related activities shall be surrendered to the Director, and sent to the Jasper County Auditor's Office. The employee may retain reimbursement for meals, travel and lodging. Such leave shall not be considered as work hours for the purpose of computing overtime.

Voting Time

Every employee is encouraged to exercise his/her privilege to vote. If for any good reason an employee is unable to vote before or after working hours, the Director may grant the employee time off, not to exceed two (2) hours to vote. Voting leave shall not be considered as work hours for the purpose of computing overtime.

Article 12

Holidays

Holidays

Regular full-time employees on paid status shall receive their regular compensation for the designated holidays or parts thereof. Holidays will be considered as work hours for the purpose of computing overtime pay. Employees shall not receive payment for any holiday if they have an unexcused absence, layoff or not on paid leave status the working day immediately preceding or following the holiday. The Jasper County Board of Supervisors will determine particular dates for each holiday at the beginning of each year.

A non-exempt employee required to work on any recognized paid holiday shall be paid time and one-half (1 ½) the employee's straight time rate for all hours worked, plus the paid holiday at straight time rate. When an employee is not scheduled to work on a holiday, holiday pay will be at the normal pay for the day which he/she would have been scheduled to work.

Any floating holidays not scheduled by the Board of Supervisors shall be scheduled between the employee and the Director. Floating holidays cannot be carried over from one year to the next.

Designated Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employee's Birthday⁴

A minimum of two additional floating holidays set by the Board of Supervisors

Religious Holidays: It is the policy of Jasper County to permit absence from work with compensation for employees who wish to observe religious holidays of their faith, providing previous arrangements are made with the Director establishing an alternative work time. If an alternative work period cannot be arranged, any absence will be charged to vacation leave or to leave without pay.

⁴ Employee's birthday shall be taken within the birthday month and no overtime shall be paid if the Employee works on their birthday.

Weekend Holiday: When a designated holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday and when the holiday falls on Sunday, the following Monday shall be observed as the legal holiday. In the case where the holiday falls on a Saturday and the preceding day is also a holiday Friday and Monday shall be taken off for the holiday that fell on the Saturday and Sunday.

Article 13

Vacations

General Regulations: An employee's anniversary date shall be used to compute vacation leave, sick days and bonus days. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any prorated vacation benefits. Part-time employees shall be granted vacation pay on prorated bases. Vacation leave will not be considered work hours for the purpose of computing overtime pay.

Schedule: Vacation leave shall be accrued in accordance with the following yearly employment schedule, which is determined from completion of the anniversary date.

Service Requirement	Pay Period Accrual Rate	Annual Allowance
First month thru the 4 th year	3.08 hours ⁵	10 days or 2 weeks
5 th year thru the 9 th year	4.62 hours ⁶	15 days or 3 weeks
10 th year thru the 14 th year	5.38 hours ⁷	17.5 days or 3 weeks, 2.5 days
15 th year thru the 19 th year	6.15 hours ⁸	20 days or 4 weeks
20 th and more years	7.69 hours ⁹	25 days or 5 weeks

Vacation leave shall be computed on an hourly basis and credited to each employee's account on a bi-weekly basis. Upon completion of six (6) months of full-time continuous employment, an employee shall be eligible for any vacation leave they have accumulated. Thereafter, an employee will be eligible for any vacation leave they have accrued.

Procedure: An employee shall notify the Director in advance of the desired vacation. Employee shall give no less than a 30 day notice. If it becomes necessary to limit the number of employees on vacation at one time, the employee or employees granted vacation shall be based on seniority.

Exceptions: An employee shall not accrue vacation leave during periods of temporary lay-off, suspension, or leave without pay. If a holiday falls within a paid vacation, that day will be counted as a holiday and not as vacation.

Limitation: Vacation leave shall not be taken in advance and an employee may not waive their vacation right in order to collect both vacation and work pay. Vacation will not be consider work hours for the purpose of computing overtime pay.

Accrued Vacation Payment: Any full or part-time employee separated from Jasper County employment by reduction in force, resignation, death or otherwise, shall be paid

⁵ Actual accrual rate is 3.0769227

⁶ Actual accrual rate is 4.6153846

⁷ Actual accrual rate is 5.3846153

⁸ Actual accrual rate is 6.1538461

⁹ Actual accrual rate is 7.6923076

or have payment made to their estate or legal beneficiary in the amount of any unused vacation leave earned.

Work During Vacation Period: Any employee who is requested to and does work during his/her vacation period shall be paid at a rate of time and one-half (1 ½) of his/her regular rate for all hours worked. In addition, the employee's vacation (with pay) shall be rescheduled to any future period in accordance with choice of vacation period above, or at the employee's option, he/she may be paid for the vacation days(s) worked.

Article 14

Health and Safety

The parties will endeavor to hold quarterly labor/management/safety meeting. Up to two (2) Union employees may be on pay status for these meetings (but such shall not be used to qualify such employee for any overtime entitlement). All other Union employees are allowed to attend in non-pay status and without vote but can voice opinion. These meetings will be scheduled thirty (30) days in advance, with an agenda by both parties sent at least (7) days in advance where practicable. Items not on the agenda need not be discussed except by mutual agreement. Additional meetings may be scheduled on an as needed basis, and the same rules will apply to those meeting as stated above.

One (1) employee will represent AFSCME Home Care Aides and be in paid status on the Jasper County Safety Committee.

The employee shall return to the Employer all equipment issued to the employee at such time when employment is terminated.

If an employee is required to wear protective clothing, or any type of protective device as a condition of employment, the Employer shall furnish such protective clothing or protective device to the employee.

Employees required to have a physical as a condition of continued employment; such physical shall be paid by the Employer and performed by the doctor of the Employer's choice.

If due to inclement weather, as determined by the Director, an employee arrives at work after his/her scheduled shift begins, he/she shall be allowed a grace period of up to one half (1/2) hour with pay.

If due to inclement weather, as determined by the Director, an employee who is unable to arrive at work, he/she may use their incentive day, vacation time, or leave without pay at his/her discretion.

Article 15

Check-off

The Employer agrees to make deductions for Union membership dues and/or voluntary plans as approved by the Union from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and such deductions shall be made no later than the second paycheck following the delivery of the written request. The aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th of the succeeding month after such deduction are made.

Upon written request by the employees, such deductions shall cease. The Employer shall furnish the Treasurer of the Union a copy of such request.

Jasper County, Jasper County Board of Health and the Director of Jasper County Home Care Aides assume no liability for the collection or non-collection of any dues. The Union agrees to indemnify and hold harmless in all matters connected with the deduction of membership dues from employee's paycheck.

PEOPLE Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the Union a people deduction as provided for in a written authorization. All notices will be turned in to the Human Resources Director.

Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer. The Union agrees that all contributions are voluntary and will not pressure or coerce any member to contribute. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union. The Human Resources Director will send an itemized statement showing the name of the employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Article 16

Disciplinary Action

Both parties of this Agreement recognize that a certain amount of discipline is necessary for the efficiency of the Jasper County Home Care Aide Program. All warnings shall be in writing. Discipline will be given for violation of the work rules and for just cause.

The Union will be notified of non-criminal employee investigations and once any investigation is completed the Employer has seven (7) days to discipline the employee. All verbal and written discipline will be removed after eighteen (18) months and all suspensions will be removed after thirty-six (36) months.

Any regular full-time or regular part-time employee shall have the right to challenge the disciplinary action through the regular grievance procedure

Article 17

Miscellaneous Clauses

Evaluation Procedure

All employees are entitled to a fair and impartial evaluation. Employees shall be given a copy of the evaluation at the time it is reviewed with the Supervisor.

Labor-Management Committee

There shall be bi-monthly meetings, if necessary, of a special Labor-Management Committee to discuss any items of concern. The Committee shall be composed of a total of two (2) members appointed by the Union and a total of two (2) members appointed by the Employer. It is agreed that the two (2) Union members will be the same two (2) for all meetings. The Employer will pay the two (2) Union members two (2) hours for each meeting.

Personnel Files

Each employee shall have the right to inspect his/her personnel file under supervision and make copies of these items. This shall be done during the non-work time and the employee shall pay for the copies.

Rules

The Employer may from time-to-time develop, put into effect and enforce reasonable work rules through employee discipline. Said work rules will be sent to the Union seven (7) calendar days prior to their effective date.

Mileage

Employees required to use their personal automobile for County business shall be reimbursed for mileage at the rate set by the County Board of Supervisors. The County mileage reimbursement rate will follow the federal rate. The Federal Mileage Rate is published in the November 553 Update.

Union Leave

Duly elected representatives of the Union shall be granted time-off without pay to attend to Union business. Combined time off for all representatives shall not exceed a total of sixty hours (60) per year. Not more than two (2) members per director department and not more than four (4) employees total shall be granted this leave for any one conference or convention, training, or other Union business. Such leave shall not interfere with the Employer's operations. The employee shall give the Employer ten (10) days notice.

New Employee Orientation

One representative of the Union shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new employees either as a group or with individuals.

Where the Employer does not have a formal orientation program, the Employer will notify a Local Union Representative (President, Chapter Chair, Stewards) that a new employee(s) has been hired. The Employer will allow a thirty (30) minute Union orientation with the new employee.

The Union representative shall be in pay status for thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty.

Union Security

In the event enhanced Union security provisions—the collection of fair share or agency shop fees from bargaining unit members who are not members of the Union becomes authorized by state law, the parties agree to open this provision of the contract for the purpose of negotiations.

Savings

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this agreement.

Article 18

Insurance

The County will provide medical insurance coverage to all covered employees, from a cafeteria plan providing three (3) options. The County's contribution will cover the cost of a single policy on the Selected Advantage \$250 deductible (plan 2), plus \$34.50 that will be placed into a flexible spending account (FSA) for the life of this contract. Any decrease in premium will be credited to the employee's FSA. All calculations used are based on plan 2.

The County's contribution for family coverage will be the cost of a family policy on the Select Advantage \$250 deductible (plan 2) minus \$225.00 (which will be paid by the employee) for the life of this contract.

Regardless of what plan the employee chooses, the County's contribution will be guided by the cost of Plan #2.

The County agrees to pay the premium on all of the following for eligible covered employees for the life of the contract.

1. \$30,000 life insurance
2. Long Term Disability at 60% of the monthly earnings of an employee with a 90-day elimination period.
3. Single Dental benefit
4. Single Vision benefit

Article 19

Longevity

Longevity will be added to the hourly straight time rate on the employee's anniversary date.

Effective July 1, 2007

Years of Service	Cents per Hour
5	\$0.15
10	\$0.20
15	\$0.25
20	\$0.30

Effective July 1, 2008

Years of Service	Cents per Hour
5	\$0.20
10	\$0.25
15	\$0.30
20	\$0.35

Article 20

Finality and Effect

THIS AGREEMENT constitutes the entire agreement between the parties and concludes collective bargaining for this term.

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of the Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matters during the term of this agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 21

Duration

THIS AGREEMENT shall be effective from July 1, 2007 and shall continue in full force and effect until it expiration on midnight June 30, 2009.

Local 2840, AFSCME, Iowa Council 61, Union:

By: Greg A Lewis 5-3-07
AFSCME Business Representative

And: Shawn L Breckenridge
AFSCME Local 2840 President

And: Nina S Brown
AFSCME Local Contract Chair

The County of Jasper

By: Kay A. Vieglauer
Jasper County Board of Health, Chair

And: Max Worthington
Jasper County Board of Supervisors, Chair

Acknowledge:

Brian D...
Employer Representative

Attested:

Dennis Farnett
Jasper County Auditor

Appendix 1

Home Health Aides

2007 - 2008

Effective July 1, 2007

<u>Job Class</u>	<u>Hire In</u>	<u>End of</u> <u>Probation</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
Home Care Aide	\$ 12 66	\$ 12 85	\$ 13 03	\$ 13 24	\$ 13 43	\$ 13 63	\$ -
Executive Secretary	\$ 12 80	\$ 13 10	\$ 13 41	\$ 13 90	\$ 14 41	\$ 14 95	\$ 15 51
Environmental Health Tech	\$ 16 40	\$ 16 78	\$ 17 17	\$ 17 82	\$ 18 50	\$ 19 20	\$ 19 93
On-Site Waste Water Tech	\$ 14 10	\$ 14 43	\$ 14 77	\$ 15 31	\$ 15 88	\$ 16 48	\$ 17 11

Home Health Aides

2008 - 2009

Effective July 1, 2008

<u>Job Class</u>	<u>Hire In</u>	<u>End of</u> <u>Probation</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
Home Care Aide	\$ 12 95	\$ 13 14	\$ 13 33	\$ 13 54	\$ 13 73	\$ 13 93	\$ -
Executive Secretary	\$ 13 09	\$ 13 39	\$ 13 71	\$ 14 21	\$ 14 74	\$ 15 29	\$ 15 86
Environmental Health Tech	\$ 16 77	\$ 17 16	\$ 17 56	\$ 18 22	\$ 18 92	\$ 19 63	\$ 20 38
On-Site Waste Water Tech	\$ 14 41	\$ 14 75	\$ 15 10	\$ 15 66	\$ 16 24	\$ 16 86	\$ 17 49